

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEI HOLDINGS INC.		04/15/2014	CORPORATION: DELAWARE
COSMETIC ESSENCE, LLC		04/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
CEI - ROANOKE, LLC		04/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
CEI-DOUGLASSVILLE, INC.		04/15/2014	CORPORATION: PENNSYLVANIA
CEI COSMETIC GROUP, L.L.C.		04/15/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
CEI-KIDS, LLC		04/15/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
AMC BEAUTY, LLC		04/15/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	LBC CREDIT PARTNERS III, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch Street, Suite 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2692969	CEI	
Registration Number:	2690649	COSMETIC ESSENCE	
Registration Number:	1835928	KID CARE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
TRADEMARK			

OP \$90.00 2692969

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.065

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 04/15/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of April, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership ("LBC"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CEI Holdings Inc., a Delaware corporation ("Parent"), Cosmetic Essence, LLC, a Delaware limited liability company and a wholly-owned Subsidiary of Parent ("CE"), and each of Parent's other Domestic Subsidiaries identified on the signature pages thereof as of the date thereof (such other Domestic Subsidiaries, together with CE and each other Domestic Subsidiary of Parent that becomes a party thereto after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof as of the date thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the

Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include and the Security Interest shall not attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of

Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions, including the termination provisions, of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

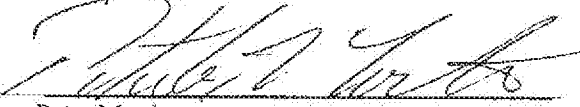
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

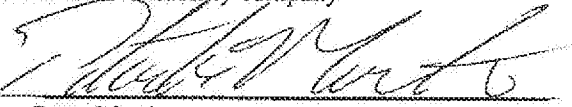
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

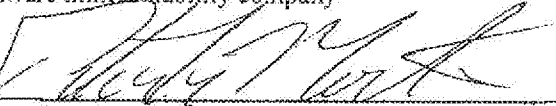
CEI HOLDINGS INC.
a Delaware corporation

By: 
Name: Peter Martin
Title: Chief Executive Officer

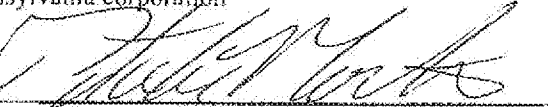
COSMETIC ESSENCE, LLC
a Delaware limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

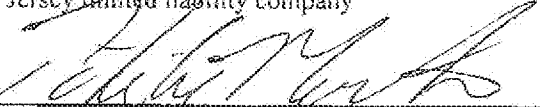
CEI - ROANOKE, LLC
a Delaware limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

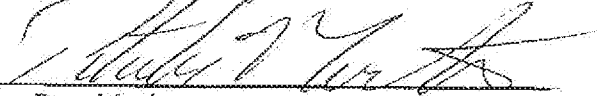
CEI-DOUGLASSVILLE, INC.
a Pennsylvania corporation

By: 
Name: Peter Martin
Title: Chief Executive Officer

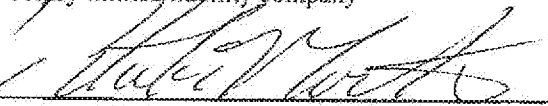
CEI COSMETIC GROUP, L.L.C.
a New Jersey limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

CEI-KIDS, LLC
a New Jersey limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

AMC BEAUTY, LLC
a New Jersey limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership

By: _____
Name: _____
Title: _____

CEI COSMETIC GROUP, L.L.C.
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

CEI-KIDS, LLC
a New Jersey limited liability company

By: _____
Name: _____
Title: _____


AMC BEAUTY, LLC
a New Jersey limited liability company

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P., a Delaware limited
partnership

By:  _____
Name: David Fraimow
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

COSMETIC ESSENCE, LLC

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Cosmetic Essence, LLC	Reg. #2,692,969	C.E.I.
Cosmetic Essence, LLC	Reg. #2,690,649	Cosmetic Essence

Applications: None.

OTHER TRADEMARKS:

Registrations: None.

Applications: None.

Trade Names:

Cosmetic Essence, LLC trades under the names "CEI Packaging", "MHI", "MHI, Inc. Division", "MHI Division", and "CEI Distributors".

CEI-KIDS, LLC

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	Reg. #1835928	Kid Care (stylized)

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	TMA592377	Canada	Sport for Kids

Applications: None.

Trade Names:

CEI-Kids, LLC uses the name "Kid Care."